

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		10/21/2021	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Bradshaw International, Inc.		
Street Address:	c/o ONCAP Management Partners L.P.		
Internal Address:	P.O. Box 220, 161 Bay Street, 48th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4207948		
Registration Number:	4140358	OVEN FRESH	
Registration Number:	4080134	SMART SCOOP	
Registration Number:	4107040	PANCAKE CREATOR	
Registration Number:	4116204	RANGEPRO	
Registration Number:	4056840	GOOD COOK TOUCH	
Registration Number:	3797348	WE ALL LOVE TO EAT!	
Registration Number:	3677637	GOOD COOK PRECISION	
Registration Number:	3800189	LUNCH & MUNCH	
Registration Number:	3727094	BRADSHAW	
Registration Number:	3507835	AIR PERFECT	
Registration Number:	3588432	YUM! GADGETS	
Registration Number:	3641767	OVEN FRESH GOOD COOK THE ART OF GOOD COO	
Registration Number:	3680326	HARMONY	
Registration Number:	3432236	SPYRO	
Registration Number:	3544200	QUATTRO	
Registration Number:	3300286	PARTY POP-UPS	
Registration Number:	3300287	PARTY POP-UPS	

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Property Type	Number	Word Mark
Registration Number:	3382441	GOOD COOK REAL LIFE, REAL COOKING.
Registration Number:	3213144	SAFECUT
Registration Number:	3183681	ORBI
Registration Number:	3215256	BAKE-N-TAKE
Registration Number:	3138980	PRO FRESHIONALS
Registration Number:	3240492	TWISTER ICE CREAM SCOOP
Registration Number:	3136941	FLEXFORM
Registration Number:	2979483	COOK N' POUR
Registration Number:	2581780	EZ V A C
Registration Number:	2605507	GOOD COOK THE ART OF GOOD COOKING
Registration Number:	2189233	AIR PERFECT
Registration Number:	2094958	OVEN FRESH PREMIUM GOOD COOK BAKEWARE
Registration Number:	1952999	
Registration Number:	1976111	BONNY
Registration Number:	1983228	BRIGHT BUYS
Registration Number:	1767215	GOOD COOK
Registration Number:	1767212	GOODCOOK ULTRA SERIES
Registration Number:	1604386	GOOD COOK
Registration Number:	0965485	BONNY
Registration Number:	0920633	FAIRGROVE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4168657502

Email: kdutka@torys.com

Correspondent Name: Katherine Dutka

Address Line 1: 79 Wellington St. W., Suite 3000

Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER: Katherine Dutka

SIGNATURE: /Katherine Dutka/

DATE SIGNED: 11/04/2021

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 21, 2021, by Antares Capital LP (as successor-in-interest to General Electric Capital Corporation), in its capacity as administrative agent (“Administrative Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Bradshaw International, Inc., a Delaware corporation (the “Grantor”) and Administrative Agent were parties to that certain Trademark Collateral Agreement, dated as of December 28, 2012 (the “Security Agreement”), pursuant to which the Grantor granted a security interest to Administrative Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 28, 2012, at Reel 4930, Frame 0429;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Antares Capital LP was recorded by the Trademark Division of the United States Patent and Trademark Office on September 8, 2015, at Reel 5617, Frame 0840; and

WHEREAS, the Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases its security interest in all of the Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each trademark, trademark registration, and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Administrative Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent’s right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Administrative Agent

By: Adam Chalmers
Name: Adam Chalmers
Its: Duly Authorized Signatory

SCHEDULE A

Registered Trademarks and Trademark Applications

Mark	Serial No.	Application Date	Registration No.	Registration Date
DESIGN ONLY	85414493	9/2/11	4207948	9/11/12
OVEN FRESH	85366162	7/8/11	4140358	5/8/12
SMART SCOOP	85331164	5/26/11	4080134	1/3/12
PANCAKE CREATOR	85320318	5/13/11	4107040	2/28/12
RANGEPRO	85278286	3/28/11	4116204	3/20/12
GOOD COOK TOUGH	77847432	10/13/09	4056840	11/15/11
WE ALL LOVE TO EAT!	77751019	6/3/09	3797348	6/1/10
GOOD COOK PRECISIONS	77527326	7/21/08	3677637	9/1/09
LUNCH & MUNCH	77512506	7/1/08	3800189	6/8/10
BRADSHAW	77397190	2/14/08	3727094	12/22/09
AIR PERFECT	77395504	2/13/08	3507835	9/30/08
YUM! GADGETS	77334608	11/20/07	3588432	3/10/09
OVEN FRESH GOOD COOK THE ART OF GOOD COOKING	77295249	10/3/07	3641767	6/23/09
HARMONY	77188309	5/23/07	3680326	9/8/09
SPYRO	7711171	2/20/07	3432236	5/20/08
QUATTRO	77111174	2/20/07	3544200	12/9/08
PARTY POP-UPS	7709941	2/5/07	3300286	9/25/07
PARTY POP-UPS	77099415	2/5/07	3300287	9/25/07
GOOD COOK REAL LIFE, REAL COOKING.	77003902	9/21/06	3382441	2/12/08
SAFECCUT	78873658	5/1/06	3213144	2/27/07
ORBI	78803241	1/31/06	3183681	12/12/06
BAKE-N-TAKE	78803223	1/31/06	3215256	3/6/07
PRO FRESHIONALS	78725780	10/4/05	3138980	9/5/06
TWISTER ICE CREAM SCOOP	78552642	1/24/05	3240492	5/8/07
FLEXFORM	78509958	11/2/04	3136941	8/29/06
COOK N' POUR	78322769	11/4/03	2979483	7/26/05
EZ V A C	76254055	5/9/01	2581780	6/18/02
GOOD COOK THE ART OF GOOD COOKING	76033499	4/25/00	2605507	8/6/02
AIR PERFECT	75321482	7/9/97	2189233	9/15/98
OVEN FRESH PREMIUM GOOD COOK BAKEWARE	75156401	8/26/96	2094958	9/9/97
DESIGN ONLY	74625979	1/26/95	1952999	1/30/96

BONNY	74626099	1/26/95	1976111	5/28/96
BRIGHTS BUYS	74404792	6/23/96	1983228	7/2/96
GOOD COOK	74241914	1/31/92	1767215	4/27/93
GOODCOOK ULTRA SERIES	74202192	9/10/91	1767212	4/27/93
GOODCOOK	73791521	4/6/89	1604386	7/3/90
BONNY	72422698	4/28/72	0965485	8/7/73
FAIRGROVE	72363143	6/19/70	0920633	9/21/71